

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
SPRINT SPECTRUM L.P., SPRINTCOM,	:
INC. and SPRINT/UNITED MANAGEMENT	: No. 1:19-CV-01215 (VSB)
COMPANY,	:
	: <u>STIPULATION</u>
Plaintiffs,	:
	:
-v-	:
	:
AT&T INC.,	:
	:
Defendant.	:
-----X	

IT IS HEREBY STIPULATED AND AGREED by and between counsel for plaintiffs Sprint Spectrum L.P., SprintCom, Inc., and Sprint/United Management Company (collectively, “Sprint”) and defendant AT&T Inc. (“AT&T”) as follows:

1. AT&T represents that it is a publicly-traded holding company that does not advertise, sell, or distribute any wireless products, software, or services related to this case.
2. AT&T represents that the acts alleged in Sprint’s Complaint in the above-captioned action (the “Complaint”) with regard to AT&T would be attributable to AT&T Mobility LLC (“ATTM”), a wholly owned subsidiary of AT&T, and not to AT&T itself. This representation is made without any admission to the truth or falsity of the allegations in Sprint’s Complaint.
3. AT&T represents that ATTM is the proper party to this litigation and AT&T should be dismissed as a defendant in the above-captioned matter so that all claims currently made against AT&T are made solely against ATTM.
4. AT&T agrees that it will not object to the timeliness of Sprint’s attempt to add AT&T back into this litigation in the event Sprint so moves within the time permitted by the Federal Rules of Civil Procedure or any scheduling order entered in this case. Other than timeliness, AT&T preserves all other objections to such potential motion.
5. ATTM agrees that the Court has personal jurisdiction over ATTM in this matter and that ATTM will not challenge the Court’s exercise of personal jurisdiction over ATTM in this matter.

6. ATTM agrees that it will not object to relevant, non-privileged discovery on the basis that the information, documents, witnesses, or other evidence sought is outside its control, when such information is within the possession, custody, or control of AT&T. In the event that it becomes necessary for Sprint to seek discovery directly from AT&T, counsel for ATTM agrees to accept service on behalf of AT&T of any discovery requests directed to AT&T.
7. ATTM will not use this dismissal of AT&T as a basis for moving to strike or exclude, defend, or otherwise challenge any claim or allegation in the Complaint.
8. Sprint will not use this stipulation as a basis for contending that AT&T is subject to personal jurisdiction in the Court. AT&T specifically reserves the right to object to the Court's jurisdiction over AT&T if Sprint later moves to add AT&T to this action.
9. Based on these representations, Sprint agrees to dismiss its claims against AT&T Inc. without prejudice as allowed by Rule 41(a)(1) of the Federal Rules of Civil Procedure. Sprint has not released, and nothing herein should be construed as a release or discharge of any claim Sprint currently has or may have in the future against any AT&T entity.
10. Based on these representations, Sprint agrees to amend its Complaint to add Defendant AT&T Mobility LLC and dismiss Defendant AT&T Inc. on or before March 8, 2019.

Dated: New York, New York
March 6, 2019

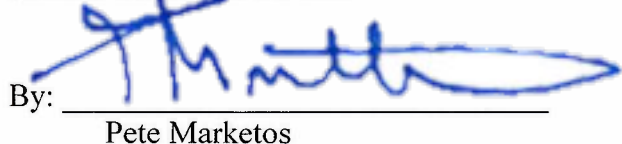
FRANKFURT KURNIT KLEIN & SELZ P.C

By: 
Craig B. Whitney

488 Madison Avenue
New York, NY 10022
Tel: 212-980-0120
Email: cwhitney@fkks.com

*Attorneys for Plaintiffs Sprint Spectrum L.P.,
SprintCom, Inc., and Sprint/United Management
Company*

REESE MARKETOS LLP

By: 
Pete Marketos

750 N. St. Paul Str., Suite 600
Dallas, TX 75201
Tel: 214-382-9810
Email: pete.marketos@rm-firm.com

*Attorneys for AT&T Inc. and AT&T Mobility
LLC*